



TOWN OF NEEDHAM
Public Works Department
WATER/ SEWER DIVISION
Department of Public Works Building
500 Dedham Avenue
Needham, MA 02492

13DPW-206G
REQUEST FOR QUOTES FOR PRINTING TOWN OF NEEDHAM CONSUMER CONFIDENCE
REPORT

The Town of Needham is requesting a qualified printing company to quote on the Department of Public Works - Water Division's Consumer Confidence Report (CCR).

SCOPE OF WORK:

- Update the Town's Consumer Confidence Report using existing format with new photos, graphics, numbers, and text to be provided by the DPW as per the attached 2011 CCR:

Description:

1. Print 6 page, 3 panel Reports in two-sided 4 colors
 2. Flat Size: 25.5 x 11"
 3. Varnish Type (gloss, satin, UV, aqueous, overall): Spot Satin Varnish
 4. Stock: 70 # RIS Silk Text paper
 5. Colors (list PMS # if known, special laser inks): 4/4 Process
 6. Bleed/ Heavy Coverage (one side, both sides): Bleeds
 7. Finishing: Fold vertically and then horizontally to finished size of 8.5" x 5.5".
- Print 13,500 copies of the report
 - Obtain a mailing list for residential addresses in Needham and prepare the mailing to each residential address at the lowest available postage rates, deliver to US Post Office with all required paperwork
 - Provide Verso digital and Ramproof hard copy proofs for DPW approval
 - Prepare mail, pack into postal trays, produce and affix tags, and deliver to the US Post Office with all required paperwork
 - The Needham Post Office no longer processes bulk mail; all bulk mail must go to the Newtonville Post Office
 - Deliver extra copies to the Public Services Administration Building located at 500 Dedham Avenue in Needham
 - All services as described above are required to be performed for a mailing to occur on or before JUNE 21, 2013

Insurance

The bidder awarded the contract under this procurement must provide proof of insurances in at least the minimum amounts required in the contract, and when requested, shall name the Town as an additional insured for the amounts written.

The bidder awarded the contract shall deposit with the Town Certificates of Insurance for the coverage required, in form and substance satisfactory to the Town, and shall deliver to the Town new policies and certificates thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement requiring thirty (30) days written notice to the Town prior to cancellation of change in coverage, scope or amount of any such policy or policies. Compliance by the bidder with the insurance requirement, however, shall not relieve the bidder from liability under the indemnity provisions.

Indemnification

Unless otherwise exempted by law, the Vendor shall indemnify and hold harmless the Town, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the Town may sustain which arise out of or in connection with the Vendor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Vendor, its agents, officers, employees or subcontractors. The Vendor shall at no time be considered an agent or representative of the Town. After prompt notification of a claim by the Town, the Vendor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the bidder under the contract.

Forms

All forms listed below must be completed including: bid submission, certificate of good faith, certificate of tax compliance, and bidders' qualification and reference form.

Rule for Award

This contract is procured under M.G.L. Chapter 30B. The contract will be awarded to the responsive and responsible bidder(s) offering the lowest total price. All prices must remain constant for the duration of the contract.

In determining the lowest price, the Town will not factor any early payment discounts that may be offered. In the event that two or more responsive and responsible bidders are tied with the lowest price, the first tie breaker will be the bidder who offers the greater early payment discount, if a tie remains then the bidder whose bid was received first by the Town will be awarded the contract.

The Town herein declares its express purpose not to award the contract to any Bidder unable to furnish evidence, satisfactory to the Town, that it has sufficient ability, experience, and capital to execute and complete the work in accordance with the contract. If requested, any Bidder may be required to demonstrate financial stability satisfactory to the Town.

The Town Manager is the awarding authority for the contract. Further the contract will not be binding until it has been approved as to form by Town Counsel. Award, payment and performance obligations shall depend on the availability and appropriation of funds.

Length of Contract

This contract is anticipated to be executed May 1, 2013. The Town reserves the right to change, delay, cancel, or expedite the contract execution date. The selected bidder is required to furnish all certificates

of insurances required under the contract, in a form acceptable to the Town prior to the execution date. The contract will be for a 2 month period commencing upon execution and expiring on June 30, 2013.

Taxes

Purchases made by the Town are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the bid prices. The Town will provide the bidder awarded a contract under this bid a copy of the Town's tax exemption certificate, upon request.

Invoicing

All invoices are to be sent to Department of Public Works, Attn: Administration, 500 Dedham Ave, Needham, MA 02492. Invoices must be sent separately for each Department's order and shall not be combined.

General Notices

Under the Massachusetts General Laws, the Town cannot assure the confidentiality of any materials or information that may be submitted by the bidder in response to this Bid. Thus bidders who choose to submit confidential information do so at their own risk. All bids or other materials submitted by the bidder in response to this Bid will be open for inspection by any person and in accordance with Massachusetts General Laws, Chapter 66 (Public Records Law). Any statements reserving any confidentiality or privacy rights in the submitted responses or otherwise inconsistent with these statutes will be void and disregarded.

The bidder shall be expected to comply with all applicable federal and state laws in the performance of services.

SUBMISSION REQUIREMENTS

All printing companies quoting on this job should submit pricing for the total tasks identified in Table 1 below along with all forms within this request for quotes. The person awarded the contract may be required to sign the attached Standard Service Agreement.

Questions should be forwarded to Dylan Cook at (781) 455-7500 ext 356 or emailed to dcook@needhamma.gov.

*Quotes may be **emailed, faxed or hand delivered to:***

Dylan Cook, Administrative Analyst
dcook@needhamma.gov or (781) 449-9023
500 Dedham Avenue, Needham, MA 02492
by **Wednesday, April 17, 2013 AT 1:00 P.M.**

QUOTE SHEET

Table 1: Scope of Work Cost Estimate Table In Accordance with Water Division Specifications

ITEM	TASK	QUOTE
A	Update of the 2011 CCR	\$
B	Print 13,500 copies of the report	\$
C	Prepare mail, pack into postal trays, produce and affix tags/postage and deliver to the US Post Office with all required paperwork (Including all associated costs of postage and labor)	C1: \$_____ (price per piece) C2: \$_____ (price per tray/route) C3: \$_____ (total price - price per tray x number of routes)
D	Total (A+B+C3):	Total \$ _____
E		%/_____ days

Vendor Name: _____

Address: _____

City/Town_____ State: _____ Zip Code: _____

Authorized Signature: _____ Title:_____

Contact Name: _____ Title:_____

Phone: _____ Fax: _____

Email Address: _____

CERTIFICATE OF GOOD FAITH
Printing Town of Needham Consumer Confidence Report (CCR)
13DPW-206G

The undersigned hereby certifies that s/he will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting the bid or proposal

Individual Full Name (Print/Type)

Name of Business (Print/Type)

(Date)

Two Witnesses or Notary

Witness One Signature

Witness Two Signature

Witness One Full Name (Print/Type)

Witness Two Full Name (Print/Type)

Witness One Primary Address

Witness Two Primary Address

OR

Commonwealth of Massachusetts

County of _____

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____(name of document signer), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

- ☐ as partner for _____, a partnership.
- ☐ as _____ for _____, a corporation.
- ☐ as attorney in fact for _____, the principal.
- ☐ as _____ for _____, (a) (the) _____.

(official signature and seal of notary)

My commission expires: _____

THIS FORM MUST BE COMPLETED AND FILED WITH THE SUBMISSION

CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

**Printing Town of Needham Consumer Confidence Report (CCR)
13DPW-206G**

Pursuant to Massachusetts General Laws, chapter 62C, section 49A, the undersigned acting on behalf of the Bidder*, certifies under the penalties of perjury that to my best knowledge and belief, the Bidder* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Individual

Signature

Date

Name (please type or print)

Social Security Number

Corporate

Corporate Name (please type or print)

Signature of Corporate Officer

Date

Name of Corporate Officer (please type or print)

Title (please type or print)

Taxpayer Identification Number

*** As used in this certification, the word "Bidder" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals**

THIS FORM MUST BE FILED WITH BID SUBMISSION

BIDDERS' QUALIFICATIONS AND REFERENCES FORM

All questions must be answered and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred (*) items. This information will be utilized by the Town of Needham for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____

2. WHEN ORGANIZED: _____

3. INCORPORATED [☐] YES [☐] NO DATE & STATE OF INCORPORATION: _____

*4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

*5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
[☐] YES [☐] NO IF YES, WHERE AND WHY?

*6. HAVE YOU EVER DEFAULTED ON A CONTRACT? [☐] YES [☐] NO
IF YES, PROVIDE DETAILS.

*7. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING QUOTED.

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICALLY BID? [☐] YES [☐] NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #() _____

CONTACT PERSON'S RELATION TO PROJECT?: _____

(i.e. contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? ☐ YES ☐ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #() _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e. contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? ☐ YES ☐ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #() _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e. contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? ☐ YES ☐ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #() _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e. contract manager, purchasing agent, etc.)

Authorized Signature & Title: _____

Print Name and Title: _____

Date: _____

THIS FORM MUST BE FILED WITH BID SUBMISSION

Sample Standard Service Agreement

13DPW-206G



Town of Needham
500 Dedham Avenue
Needham, MA 02492

1. **Parties:** THIS AGREEMENT is by and between

Name: Enter legal name of the Service Provider

Street Address: Enter the legal address of the Service Provider
– can not be a PO Box

Town/City: enter city/town State: Zip: enter zip

Hereinafter called the **Service Provider** and the Town of Needham, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the **Town**.

2. **Period of Contract:** Beginning Date: start date End Date: end date
3. **Description of Service:** enter description of the services to be provided and reference and attached the service provider's quote proposal
4. **Amount of Contract**:** The amount to be paid **Service Provider** shall not exceed **\$amount** under this Contract.
5. **Payment:** Invoices must be submitted by the **Service Provider** to the Town for approval, along with documentation (receipts, etc.) of expenses to be reimbursed. Payments may not exceed the total Agreement amount, including reimbursable expenses. Payments may not be made in advance. Payments are subject to appropriation. Unless agreed otherwise in writing, an invoice will be due for payment 30 days after the goods have been received and accepted by the Town or services have been provided and accepted by the Town and receipt of the invoice, whichever is later.

With any invoice the **Service Provider** shall submit evidence satisfactory to the Town that the goods or supplies have been delivered, or that the work has been completed and that all payrolls, material bills and other indebtedness connected with the work has been paid.

Acceptance by the **Service Provider** of any payment or partial payment, without any written objection by the **Service Provider**, shall in each instance operate as a release and discharge of the Town from all claims, liabilities or other obligations relating to the performance of a Contract.

If for any reason the **Town** makes a payment under this Agreement in error, the **Town** may recover the amount overpaid or, if applicable, may apply any overpayment to a future installment payment.

Invoices are to be mailed to:

Attn:	Department Manager
Department:	Department
	Town of Needham
	1471 Highland Avenue
	Needham, Massachusetts 02492

6. **Termination:** This Agreement may be terminated by the Town Manager at any time upon written notice.
7. **Insurance:** The **Service Provider** shall, at its own expense, obtain and maintain **general liability** and **motor vehicle liability** insurance policies protecting the **Town** in connection with any operations included in this Contract, and shall upon request of the **Town**, have the **Town** as an additional named insured on the policies. Limits for general liability insurance in the amounts of at least **\$100,000** per occurrence and **\$300,000** aggregate for bodily injury and **\$100,000** for property damage liability. Motor vehicle coverage shall include coverage for owned, hired and non-owned vehicles and shall be in the amount of at least **\$100,000** per person and **\$300,000** per occurrence for bodily injury liability and **\$100,000** per occurrence for property damage liability. When applicable, the **Service Provider** shall, at its own expense, obtain and maintain **worker compensation** insurance as required by law. In the event this Agreement is for professional services, the **Service Provider** shall carry malpractice or Errors and Omissions liability insurance with minimum limits of \$1,000,000 per occurrence with a maximum deductible of \$10,000.

* Attach Applicable Documents: Specifications, Posting, Proposal, Certificate of Vote, Insurance Certificate, W-9 IRS Form

** Standard Service Agreement is **not valid** for contracts greater than \$20,000; **not valid** for any service performed in accordance with MGL 30 (public works) or MGL 149 (public construction)

Standard Service Agreement

8. **Federal, State, Local Laws and Regulations:** This Agreement is subject to all applicable Federal, State and Town by-laws and administrative rules, regulations and ordinances.
9. **Indemnification:** The **Service Provider** shall indemnify and hold harmless the **Town**, its agents, officers and employees against any and all claims, liabilities and costs, including legal expenses, for any personal injury or property damages, patent or copyright infringement or other damages that the **Town** may sustain which arise out of or in connection with the **Service Provider's** performance of the Contract, including but not limited to the negligence, reckless or intentional conduct of the **Service Provider**, its agents, officers, employees or subcontractors.
10. **Consent to Venue:** The **Service Provider** and Town hereto agree that all actions or proceedings arising in connection with this Agreement shall be commenced and litigated exclusively in the Dedham District Court or in the Norfolk Superior Court, both of which are located in the County of Norfolk, Commonwealth of Massachusetts. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any court or forum other than those specified in this paragraph. It is further agreed that the parties to this Agreement hereby waive their rights to a jury trial.
11. **Employ Competent People:** The **Service Provider** shall employ only competent people to do the work. Whenever the **Town** shall notify the **Service Provider** in writing that any person under the **Service Provider's** employ is, in the **Town's** opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, or not employed in accordance with the provisions of this Contract, such person shall be discharged from the work and shall not again be employed on the Project, except with the consent of the **Town**.
12. **Subcontracting:** The **Service Provider** shall not subcontract any of the work, which it is required to perform under this Agreement to any corporation, entity, or person without the prior written approval of the Town.
13. **CORI/SORI Requirements:** In accordance with G.L. c. 6, §§ 167-178B, the **Town** may request and obtain all available criminal offender record information (CORI) from the Criminal History Systems Board on any of **Contractor's** employees who may have unsupervised contact with children, the disabled, or the elderly during the performance of their work under this Contract. The **Town's** assessment of CORI records is based on regulations issued by the Executive Office of Health and Human Services, 101 C.M.R. 15.00-15.17. Pursuant to G.L. c. 6, §§ 178C-178P, the **Service Provider** also authorizes the **Town** to use local and national sexual offender registry information (SORI) to determine if any of the **Contractor's** employees pose an unreasonable risk to children, the disabled, or the elderly during the performance of their work under this Contract. The Town shall provide the CORI and SORI Request Forms as needed.
14. **Independent Contractor:** All of the services to be performed under the terms of this Agreement will be rendered by the **Service Provider** as an independent contractor. None of the terms of this Agreement shall create a principle-agent, master-servant or employer-employee relationship between the **Town** and the **Contractor**.
15. **Conflict of Interest:** The **Service Provider** acknowledges that the **Town** is a municipality for the purposes of Massachusetts General Law Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the **Service Provider** based on said statute.
16. **Confidentiality:** The **Service Provider** shall comply with Massachusetts General Law Chapter 66A if the **Service Provider** becomes a "holder" of "personal data". The **Service Provider** shall also protect the physical security and restrict any access to personal or other Town data in the Contractor's possession, or used by the **Service Provider** in the performance of a Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment or systems.
17. **Record Keeping and Retention, Inspection of Records:** The **Service Provider** shall maintain records, books, files and other data as specified in a Agreement and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Town shall have access during the **Service Provider's** regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.
18. **Tax Exempt Status:** The **Town** represents that it is exempt from federal excise, state, and local taxes, and that sales to it are exempted from Massachusetts sales and use tax. If in the future the **Town** becomes subject to any such taxes, the **Town** shall reimburse the **Service Provider** for the tax paid by the **Service Provider** on behalf of the **Town**. Any other taxes imposed on the **Service Provider** shall be borne solely by the **Service Provider**.
19. **Severability:** If a court declares one or more of the provisions of this Agreement invalid, the validity of the remaining provision of this Agreement shall not be affected thereby.

SERVICE PROVIDER AUTHORIZED SIGNATORY*: _____ **Date:** _____

** My signature above certifies that I am duly authorized, or that I have attached a signed Certificate of Vote from my Board of Directors giving me authority, to sign this Contract.*

Print Name: _____ **Title:** _____

Standard Service Agreement

(Check One): _____ Organization _____ Individual

Full Legal Organization or Individual Name: _____

Doing Business As: Name (If Different): _____

Tax Identification Number: _____

Address: _____

Telephone: _____ FAX: _____

Notice to **Service Provider** that in addition to executing the Agreement both the Good Faith and Tax Compliance Certifications must be signed prior to the returning the Agreement for approval by the Town.

Good Faith Certification

The undersigned certifies under penalties of perjury that the attached quote was made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of Individual Submitting Quote	Name of Business
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Tax Compliance Certification

The undersigned certifies that the **Service Provider** is in compliance with Federal tax laws; State tax laws including G.L. c. 62C, G.L. c. 62C, s. 49A (the **Service Provider** has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support and is in good standing with respect to all returns due and taxes payable to the commissioner of revenue); reporting of employees and contractors under G.L. c. 62E, withholding and remitting [child support](#) including G.L. c. 119A, s. 12;

Taxpayer Identification Number (SSN or FIN)	Signature of Individual (or Corporate Name)
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BY: _____
Corporate Officer (if applicable)

TOWN OF NEEDHAM, by its Town Manager: _____
Date: _____

Notice to Department Manager that **Contractor** must have provided a minimum of three originally signed copies of the Agreement with both the Good Faith and Tax Compliance Certifications completed and signed. The Manager of the Department must have reviewed the procurement process before signing the certification. The Department Manager or assigned designee must sign all original copies of the Agreement prior to submitting for approval.

Standard Service Agreement

CERTIFICATIONS

This is to certify that I/we conducted the procurement in accordance with the Town's policies and procedures.

Town Employee(s) Conducting the Procurement

Title(s):

Date:

This is to certify to the Chief Procurement Officer that this procurement was made on behalf of the Town in accordance with the requirements of M.G.L., Ch. 30B.

Enter department manager name

Department Manager

Date:

This is to certify that this procurement was made on behalf of the Town of Needham in accordance with the requirements of M.G.L., Ch. 30B, if applicable.

Chief Procurement Officer

Date:

Finance Department - Internal Use Only			
Purchase Order			
Account Number			
Date		initials	